

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Yasufumi KANEDA
Title: VIRUS ENVELOPE VECTOR FOR GENE TRANSFER
Patent No. 7,279,333
Issued: 10/09/2007
Appl. No.: 10/824,757
Filing Date: 4/14/2004
Examiner: Brian A. Whiteman
Art Unit: 1635
Conf. No.: 7091

TERMINAL DISCLAIMER

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

Your Petitioners, AnGes MG, Inc. and Yasufumi Kaneda, having a principal place of business at 4-2 Shinsenrihigashimachi 1-chome, Toyonaka-shi, Osaka, 560-0082 Japan and having a post office address of 6-12-8, Onoharahigashi, Mino-shi, Osaka 562-0031 Japan, respectively, represent that they are the owners of the entire right, title, and interest in and to U.S. Patent No. 7,279,333, issued 10/9/2007, which is a continuation of U.S. Patent Application No. 09/937,839, filed 2/21/2002, by virtue of:

(1) an Assignment of 50% undivided share from Yasufumi Kaneda to MedGene Bioscience, Inc. filed and recorded in parent U.S. Patent Application No. 09/937,839 on 2/25/2002, on Reel/Frame 012639/0498; and

(2) a Change of Name from MedGene Bioscience, Inc. to AnGes MG, Inc., filed and recorded in parent U.S. Patent Application No. 09/937,839, on 10/20/2003, on Reel/Frame 014603/0526, in the United States Patent and Trademark Office.

Further, your Petitioners represent that they are the owners of U.S. Patent No. 6,913,923, which issued on U.S. Patent Application No. 09/937,839 filed 2/21/2002 by virtue of the chain of title identified in (1) and (2) above.

Further, your Petitioners represent that they are the owners of U.S. Patent Application No. 11/126,770, which is also a Continuation of 09/937,839 filed 2/21/2002, by virtue of the chain of title identified in (1) and (2) above.

Your Petitioners, AnGes MG, Inc. and Yasufumi Kaneda, hereby disclaim the terminal part of the term of any patent granted on the above identified patent application which would extend beyond the full statutory term, as shortened by any terminal disclaimer, of U.S. Patent 6,913,923 and any patent issuing from U.S. Patent Application No. 11/126,770, and hereby agree that any patent so granted on the above identified patent application shall be enforceable only for and during such period that U.S. Patent 6,913,923 and any patent issuing from U.S. Patent Application No. 11/126,770 and any patent granted on the above identified patent application are commonly owned, this agreement to run with any patent granted on the above identified patent application and to be binding upon the grantee, its successors or assigns.


In making the above disclaimer, Petitioners do not disclaim any terminal part of any patent granted on the above identified patent application, prior to the full statutory term of U.S. Patent 6,913,923 and any patent issuing from U.S. Patent Application No. 11/126,770 as defined in 35 U.S.C. §§154-156 and 173, in the event that U.S. Patent 6,913,923 and any patent issuing from U.S. Patent Application No. 11/126,770 expires for failure to pay a maintenance fee, is held unenforceable or is found invalid in a final judgment by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR §1.321(a), has all claims canceled by a reexamination certificate or as a result of an interference proceeding, or is otherwise not deemed to provide the rights conveyed by 35 USC §154, prior to the full statutory term of U.S. Patent 6,913,923 and any patent issuing from U.S. Patent Application No. 11/126,770 as defined in 35 USC §§154-156 and 173, except for the separation of legal title stated above. Further, Petitioners do not disclaim any terminal part of a patent granted on the above identified patent application that would extend beyond the

present termination of U.S. Patent 6,913,923 and any patent issuing from U.S. Patent Application No. 11/126,770, in the event that such present term is extended by virtue of compliance with the conditions for term extension of any present or future patent term extension provisions of the patent law, including but not limited to 35 U.S.C. §§155, 155A or 156, and without waiving Petitioners' right to extend the term of a patent granted on the above identified patent application to the extent provided by law.

The undersigned (whose titles are supplied below) certify that they are empowered to sign this Terminal Disclaimer on behalf of the assignees, that they have reviewed the Assignments identified in (1) and (2) above, and to the best of their knowledge and belief, legal title to the above identified patent application and U.S. Patent 6,913,923 and any patent issuing from U.S. Patent Application No. 11/126,770 rests with Petitioners, AnGes MG, Inc. and Yasufumi Kaneda. The undersigned declare that all statements made herein of their own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the above-identified application or any patent issuing therefrom.

Date 2009/12/14

Respectfully submitted,



ANGES MG, INC.

By: _____

Name: Ei Yamada

Title: President & CEO

Date 2009/12/11



YASUFUMI KANEDA

By: _____

Name: Yasufumi Kaneda

Title: Professor
Graduate School of Medicine
Osaka University